

CONTRACT NUMBER 3000
PROJECT NUMBER 30365
MASTER PURCHASE AGREEMENT
BETWEEN
CISCO SYSTEMS, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION
TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF
MISSISSIPPI

CONTRACT NUMBER 3000
PROJECT NUMBER 30365
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BETWEEN
CISCO SYSTEMS, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This Master Purchase Agreement (hereinafter referred to as "Master Agreement") is entered into by and between Cisco Systems, Incorporated, a California corporation having a corporate office at 170 West Tasman Drive, San Jose, California 95134 (hereinafter referred to as "Cisco"), and the Mississippi Department of Information Technology Services, having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions of the State of Mississippi (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State".

WHEREAS, the State, pursuant to Request for Proposals ("RFP") Number 3000 requested proposals for the acquisition of a Master Agreement containing the terms and conditions which will govern any orders placed by the Purchaser during the term of this Master Agreement for Cisco routers and other Cisco equipment;

WHEREAS, Cisco was the successful respondent in an open, fair and competitive procurement process to provide the above mentioned products;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT

This Master Agreement, will commence January 1, 1999, and will continue in effect for sixty (60) months thereafter unless terminated as prescribed elsewhere in this Master Agreement. At the end of the initial term, the Master Agreement may, upon the written agreement of the parties, be renewed for two (2) additional one (1) year terms. The parties agree that discount redetermination for this Master Agreement and the renewal period shall begin during month twenty-seven (27) and month fifty-one (51) of the sixty (60) month Agreement. Sixty (60) days prior to the expiration of the initial or any renewal term of this Master Agreement, ITS shall notify Cisco in writing of the impending expiration and thereafter the parties shall notify each other of their intent to either renew or cancel the Master Agreement.

ARTICLE 2 MODIFICATION OR RENEGOTIATION

This Master Agreement may be modified only by written agreement signed by the parties hereto.

The parties agree to renegotiate the Master Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement necessary.

ARTICLE 3 INCLUDED PARTIES

Cisco, either directly or through its Resellers, will accept orders from and furnish the Cisco routers and equipment (hereinafter referred to as "Products") under this Master Agreement to any governmental agency or institution within Mississippi, based on Cisco's then-current United States price list at no greater than the thirty percent (30%) discount specified in Cisco's Proposal submitted in response to RFP No. 3000.

ARTICLE 4 ADDITIONAL TERMS AND CONDITIONS

All provisions in this Master Agreement are in addition to the requirements of RFP No. 3000 and Cisco's Proposal in response thereto, which are both incorporated into and made a part of this Master Agreement.

ARTICLE 5 CISCO RESELLERS

Individual state entities may purchase the Products provided hereunder either directly from Cisco or through any of the Resellers specified in Exhibit A which will be attached hereto and incorporated herein upon completion of Cisco's selection process. Criteria for inclusion on this approved Reseller list is developed by Cisco, who has the authority to add or delete Resellers from the list as Cisco deems appropriate. Cisco shall distribute copies of this Master Agreement to their respective participating Resellers listed in Exhibit A, and such Resellers shall agree to be bound by the terms and conditions contained in this Master Agreement. Notwithstanding the Resellers' Agreement to be bound by the terms and conditions of this Master Agreement, inclusion of a Reseller on Exhibit A does not create any privity of contract between Purchaser and that Reseller. Resellers have no authority to bind Cisco to any terms and conditions.

ARTICLE 6 ORDERS AND PRICING

6.1 The State does not guarantee that it will purchase any certain amount under this Master Agreement.

6.2 When a governmental agency or institution decides to procure any Products from Cisco, the agency/institution, after following applicable state procurement rules and regulations, may issue a purchase order to Cisco or the Cisco Reseller. The purchase order shall reference the contract/RFP number of this Master Agreement and shall set forth the Products to be procured; the prices for same; the specific details of the transaction, and any additional instructions. All purchase orders shall be governed by, and incorporate by reference, the terms and conditions of this Master Agreement. The terms and conditions of this Master Agreement shall supersede any conflicting terms and conditions set forth in any purchase order provided by Cisco or a Cisco Reseller. The parties agree that the governmental agency or institution has the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by the governmental agency or institution.

6.3 Cisco guarantees the discount for the life of this Master Agreement (subject to renegotiations

at months 27 and 51 as stated in Article 1 herein). In the event there is a price decrease as reflected in Cisco's then-current United States price list of the Products proposed during that time, Cisco agrees to extend the new, lower pricing to Purchaser either directly by Cisco or through its Resellers.

6.4 This Master Agreement is not a "state contract" and should not be construed by any party to operate in any manner except as an awarded contract which may be used by ITS staff to satisfy client requests for projects formally submitted to ITS on CP-28 forms, or made available through an alternate ITS approved purchasing mechanism. This Master Agreement may not be referenced by Cisco or any Cisco Reseller as a vehicle to market products or issue quotations in lieu of the procurement process. Further, nothing in this Master Agreement should be taken to infer or to express that this Master Agreement may be substituted or used in lieu of a formal procurement process.

ARTICLE 7 METHOD OF PAYMENT

7.1 Once the Products have been accepted by Purchaser as prescribed in Article 8 herein, Cisco or the Cisco Reseller shall submit an invoice for the price of the Product purchased. Purchaser agrees to pay Cisco or the Cisco Reseller supplying the Product in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the State within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Cisco understands and agrees that Purchaser is exempt from the payment of taxes. No payment, including final payment, shall be construed as acceptance of defective Products, and Cisco shall remain responsible and liable for full performance in strict compliance with the contract documents specified in Article 39 herein.

7.2 If payment is not made to Cisco or the Cisco Reseller supplying the Product within forty-five (45) days of Purchaser's receipt of the invoice, Purchaser shall be liable to the party supplying the Product for interest at a rate of one and one-half percent (1 ½ %) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized. Cisco shall have the right to submit to the Purchaser a claim made on behalf of a Reseller for payment of Products purchased from the Reseller and accepted by the Purchaser. Cisco will provide all necessary supporting documentation to verify the legitimacy of any such claim.

7.3 Acceptance by Cisco or the Cisco Reseller of the last payment from the Purchaser under a purchase order shall operate as a release of all claims for payment against the State by Cisco, the Cisco Reseller and any subcontractors or other persons supplying labor or materials used in the performance of any work under a purchase order.

ARTICLE 8 DELIVERY; RISK OF LOSS, AND ACCEPTANCE

8.1 Cisco, either directly or through its Resellers, shall deliver the Products to the location specified by Purchaser. If a Cisco Reseller supplies the Products, then delivery shall be pursuant to

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ATTACHMENT #4

K-12 NETWORK EQUIPMENT LIST

INFORMATION TECHNOLOGY SERVICES

K-12 ROUTER - RFP: 3000

Listed within are the vendors approved by the **ITS** Board and selected to provide the necessary equipment for connectivity to the MS State Department of Education's Statewide Network. Schools should place orders for selected equipment directly with the vendors on this list.

VENDORS: *BCI, Inc.*
 BellSouth
 Logista
 Venture Technologies
 Global Data Systems
 Synergetics DCS

	Qty	Price	Subtotal
#3000-1 END USER SITE EQUIPMENT LIST			
** E-RATE ELIGIBLE EQUIPMENT **			
Cisco 2620XM Mid Performance 10/100 Ethernet Router with Cisco IOS IP (CISCO2620XM)	___ X	\$1,491.75	_____
Power Cord, 110V (CAB-AC)	___ X	none	_____
Cisco 2600 Series IOS IP Plus (S26CP-12303)	___ X	\$455	_____
96 to 128MB DRAM factory upgrade for Cisco 261x/2xXM (MEM2600XM-96U128D)	___ X	\$617.50	_____
32 to 48 MB Flash Factory Upgrade for the Cisco 2600XM (MEM2600XM-32U48FS)	___ X	\$325	_____
2-Port RJ-48 Multiflex Trunk - T1 (VWIC-2MFT-T1)	___ X	\$1,300	_____
High Performance ATM Advanced Integration Module (AIM-ATM)	___ X	\$650	_____
OPTIONAL EQUIPMENT			
1-Port RJ-48 Multiflex Trunk - T1 (VWIC-1MFT-T1)	___ X	\$845	_____
** THIS IS NOT E-RATE ELIGIBLE EQUIPMENT **			
Cisco Series IOS IP/FW/IDS Plus IPSEC 3DES (S26CHK9-12303)	___ X	\$1,300	_____
TOTAL \$			_____

#3000-2 END USER SITE EQUIPMENT LIST			
** E-RATE ELIGIBLE EQUIPMENT **			
Cisco 2650XM Mid Performance 10/100 Ethernet Router with Cisco IOS IP (CISCO2650XM)	___ X	\$2,141.75	_____
Power Cord, 110V (CAB-AC)	___ X	none	_____
Cisco 2600 Series IOS IP Plus (S26CP-12303)	___ X	\$455	_____
64 to 128MB DRAM Upgrade - 265xXM/XM VPN Bundles (MEM2600XM-64U128D)	___ X	none	_____
32 to 48 MB Flash Factory Upgrade for the Cisco 2600XM (MEM2600XM-32U48FS)	___ X	\$325	_____
2-Port RJ-48 Multiflex Trunk - T1 (VWIC-2MFT-T1)	___ X	\$1,300	_____
High Performance ATM Advanced Integration Module (AIM-ATM)	___ X	\$650	_____
OPTIONAL EQUIPMENT			
1-Port RJ-48 Multiflex Trunk - T1 (VWIC-1MFT-T1)	___ X	\$845	_____
** THIS IS NOT E-RATE ELIGIBLE EQUIPMENT **			
Cisco Series IOS IP/FW/IDS Plus IPSEC 3DES (S26CHK9-12303)	___ X	\$1,300	_____
TOTAL \$			_____

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ATTACHMENT #5

SECTION VII GENERAL EPL SPECIFICATIONS

1. EPL Proposal Submission Requirements

- 1.1 Responses to this Express Products RFP will be used to produce an EXPRESS PRODUCTS LIST (EPL) that provides ITS clients and staff with quick access to information regarding frequently requested items. Listed below are the ITS clients and the manner in which they may use an EPL:
 - 1.1.1 State agencies, institutions, and Institutions of Higher Learning (IHLs) make purchases **authorized by ITS** from this list.
 - 1.1.2 ITS has delegated to state agencies and institutions the responsibility for making routine purchases from the EPL up to specified dollar limits under the **Small Acquisitions Procedures** as defined in the ITS Procurement Handbook.
 - 1.1.3 State agencies and institutions may be authorized to make planned purchases from the EPL in line with their Long Range Information Systems Plan under the **Planned Purchases Procedure** as defined in the ITS Procurement Handbook.
 - 1.1.4 The EPL is also used by **Governing Authorities**, such as cities, counties, community colleges, and local school districts, to purchase information systems products under ITS procedures.
- 1.2 It is a goal of the EPL to make lists of quality products in defined categories available to state customers from reputable sources at the best possible prices.
- 1.3 Pricing is a major concern of ITS. Therefore Vendors must describe how their pricing structure compares to national pricing trends, the GSA, or other prominent pricing benchmark in terms of volume discounts.
- 1.4 Submission of an EXPRESS PRODUCTS proposal will not automatically qualify Vendor's products for placement on the EXPRESS PRODUCTS LIST. ITS performs an evaluation of Express Products offerings before placing the lowest and best offerings on the published EPL.
- 1.5 Each EPL is unique to ITS, administered under ITS policies and procedures, and not to be construed to apply or operate in any other manner by either Vendors or governmental entities.
- 1.6 It is the intent of ITS that an EPL is a multi-award list. However, ITS reserves the right to make a single award EPL.

2. Format of Proposal

- 2.1 Vendors may respond to both EPL RFP 3385 and 3386 in a single binder if desired. If responding to both RFP 3385 and 3386, the Vendor may:

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ATTACHMENT #6

Memorandum

To: ITS Customers Requesting the LAN Express Products List -- Servers #3275-A
From: David L. Litchlitter
Date: July 1, 2002
Re: LAN Express Products List--Servers for the July 2002 - December 2002 Cycle

I. Introduction

Attached is a copy of the **LAN Express Products List--Servers #3275-A** with instructions for use. This EPL is to be used in conjunction with the **LAN Express Product List--Networking #3276-A**.

1.1 *Format*

ITS has created two EPLs to meet our clients needs for the acquisition of routine networks:

1.1.1 LAN EPL -- Servers

1.1.2 LAN EPL -- Networking

Clients may acquire Novell/NT servers, CD-ROM servers, UPSes, DATs/DLTs with backup software, and related services from the LAN EPL--Servers #3275. Hubs, switches, racks, cabling, and related services may be acquired from the LAN EPL--Networking #3276.

1.2 *Who May Use*

This EPL may be used by Mississippi agencies, universities, community/junior colleges and governing authorities (cities, counties, school districts, etc.). ITS EPLs are multi-vendor awards that meet Mississippi requirements for legal purchases.

1.3 *Dollar Limitations of Use*

The maximum dollar limitation of this EPL (without coming through ITS) is **\$50,000 per project**. The LAN EPL--Networking #3276 also has a maximum dollar limit of \$50,000 per project for networking equipment and services. These limits are applicable to all categories of EPL users. These lists are governed under the Procedures of an Express Products List as stated in Chapter 12 of the ITS Procurement Handbook. The EPL is not to be confused with a state contract issued by Department of Finance and Administration, Office of Purchasing and Travel (DFA-OPT).

Memorandum

To: ITS Customers Requesting the LAN Express Products List – Networking #3276-A
From: David L. Litchlitter
Date: July 1, 2002
Re: LAN Express Products List–Networking for the July 2002 – December 2002 Cycle

1. Introduction

Attached is a copy of the **LAN Express Products List–Networking #3276-A** with instructions for use. This EPL is to be used in conjunction with the **LAN Express Products List–Servers #3275-A**.

1.1 *Format*

ITS has created two EPLs to meet our clients needs for the acquisition of routine networks:

1.1.1 LAN EPL – Servers

1.1.2 LAN EPL – Networking

Clients may acquire hubs, switches, racks, cabling, and related services from the LAN EPL - Networking #3276. Novell/NT servers, CD-ROM servers, UPSes, DATs/DLTs with backup software, and related services may be acquired from the LAN EPL–Servers #3275.

1.2 *Who May Use*

This EPL may be used by Mississippi agencies, universities, community/junior colleges and governing authorities (cities, counties, school districts, etc.). ITS EPLs are multi-vendor awards that meet Mississippi requirements for legal purchases.

1.3 *Dollar Limitations of Use*

The maximum dollar limitation of this EPL (without coming through ITS) is **\$50,000 per project**. The LAN EPL–Servers #3275 also has a maximum dollar limit of \$50,000 per project for server-related equipment and services. These limits are applicable to all categories of EPL users. This list is governed under the Procedures of an Express Products List as stated in Chapter 12 of the ITS Procurement Handbook. It is not to be confused with a state contract issued by Department of Finance and Administration, Office of Purchasing and Travel (DFA-OPT).

015-020 Procurement Limits Policies: IHLs

Procedures for the Acquisition of Information Technology Equipment, Software, and Services by Procurement Type and Total Lifecycle Cost for Institutions of Higher Learning

By law, all acquisitions of information technology products or services by IHLs must be approved by ITS. The only statutory exception is for acquisitions of computer equipment and services made wholly with federal funds. ITS has delegated this responsibility to the State's Institutions of Higher Learning for certain types of purchases and lifecycle cost limits. The table below defines the procedures and the required approvals for each category and project lifecycle cost range. For current Director Approval thresholds, see Section 018-030.

Procurement Type/Lifecycle Cost	\$.01 - \$3,500.00	\$3,500.01 - \$15,000.00	\$15,000.01 - \$250,000.00	> \$250,000 but below Director Approval Threshold	Above Director Approval Threshold
Regular Competitive Procurement	<ul style="list-style-type: none"> Delegated to Institution May purchase without bids/ proposals/ quotes 	<ul style="list-style-type: none"> Delegated to Institution Requires minimum of 2 written quotes/ proposals 	<ul style="list-style-type: none"> Delegated to Institution Advertisement & receipt of competitive bids required by law 	<ul style="list-style-type: none"> Requires ITS approval: CP-1 Advertisement & receipt of competitive bids required by law Submit CP-28 Procurement Request to ITS 2 - 5 months before purchase 	<ul style="list-style-type: none"> Requires ITS Board approval and CP-1 Advertisement & receipt of competitive bids required by law Submit CP-28 Procurement Request to ITS 3 - 8 months before purchase
Telecommunications Systems and Services (See Acquisition of Telecommunications Services by IHLs for more information)	<p>No delegation. ITS has conducted these procurements on behalf of the state and has contracts in place that can be used by IHLs for telecommunications systems and services (voice and data). See ITS Telecommunications Contracts for IHLs for details.</p> <p>To acquire these services other than via an ITS contract, submit an exemption request to ITS prior to acquiring the</p>	<p>No delegation. ITS has conducted these procurements on behalf of the state and has contracts in place that can be used by IHLs for telecommunications systems and services (voice and data). See ITS Telecommunications Contracts for IHLs for details.</p> <p>To acquire these services other than via an ITS contract, submit an exemption request to ITS prior to acquiring the</p>	<p>No delegation. ITS has conducted these procurements on behalf of the state and has contracts in place that can be used by IHLs for telecommunications systems and services (voice and data). See ITS Telecommunications Contracts for IHLs for details.</p> <p>To acquire these services other than via an ITS contract, submit an exemption request to ITS prior to advertising for the</p>	<p>No delegation. ITS has conducted these procurements on behalf of the state and has contracts in place that can be used by IHLs for telecommunications systems and services (voice and data). See ITS Telecommunications Contracts for IHLs for details.</p> <p>To acquire these services other than via an ITS contract, submit an exemption request to ITS prior to advertising for the service.</p>	<p>No delegation. ITS has conducted these procurements on behalf of the state and has contracts in place that can be used by IHLs for telecommunications systems and services (voice and data). See ITS Telecommunications Contracts for IHLs for details.</p> <p>Note: ITS contracts have already received Board approval. IHL acquisitions of services from these contracts do not require</p>

	service.	service.	service.		additional Board action. Exemptions to acquire these services other than via ITS contracts require Board approval. Submit an exemption request to ITS 6 - 8 weeks prior to advertising for the service.
Sole Source Procurement	<ul style="list-style-type: none"> Delegated to Institution May purchase without bids/ proposals/ quotes 	<ul style="list-style-type: none"> Sole Source Certification Delegated to Institution 	<ul style="list-style-type: none"> Sole Source Certification Delegated to Institution 	<ul style="list-style-type: none"> Requires ITS approval: CP-1 Submit CP-30 Sole Source Request with vendor and institution documentation to ITS 3 - 5 weeks before purchase 	<ul style="list-style-type: none"> Requires ITS Board approval and CP-1 Submit CP-30 Sole Source Request with vendor and institution documentation to ITS 2-4 months before purchase
Exemption from ITS	<ul style="list-style-type: none"> Not applicable: Already delegated to Institution 	<ul style="list-style-type: none"> Not applicable: Already delegated to Institution 	<ul style="list-style-type: none"> Not applicable: Already delegated to Institution 	<ul style="list-style-type: none"> Requires ITS approval: CP-1 Advertisement & receipt of competitive bids required by law (conducted by the Institution after the exemption is approved) Submit CP-5 Exemption Request to ITS 2-4 weeks prior to advertising the procurement (Note: ITS cannot exempt a sole source procurement > \$50,000) 	<ul style="list-style-type: none"> Requires ITS Board approval Requires ITS approval Advertisement & receipt of competitive bids required by law (conducted by the Institution after the exemption is approved) Submit CP-5 Exemption Request to ITS 4 - 6 weeks prior to advertising the procurement
Express Products Lists (EPLs)	<ul style="list-style-type: none"> Delegated to Institution Access EPL on ITS web site Follow Instructions on specific EPL 	<ul style="list-style-type: none"> Delegated to institution Access EPL on ITS web site Follow instructions on specific EPL 	<ul style="list-style-type: none"> Delegated to Institution Access EPL on ITS web site Follow instructions on specific EPL 	<ul style="list-style-type: none"> Delegated to Institution up to EPL limit Access EPL on ITS web site Follow instructions on specific EPL 	<ul style="list-style-type: none"> Requires ITS Board approval and CP-1 Submit CP-28 Procurement Request to ITS 2-4 months before purchase
Planned Purchases	<ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none"> Not applicable
Emergency	<ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none"> Inform ITS in 	<ul style="list-style-type: none"> Inform ITS in 	<ul style="list-style-type: none"> Inform ITS in 	<ul style="list-style-type: none"> Inform ITS in

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ATTACHMENT #7

RESELLER GROUP INFORMATION for SERVERS

***** DELL RESELLER GROUP *****

Special Directions for the DELL Reseller Group. In the DELL Reseller Group, the customer is purchasing DELL BRANDED PRODUCTS from a reseller; all orders and payments go directly to the reseller. Please work with the individually named resellers for product information, configuration help, availability, updated pricing as costs go down, quantity discounts, and substitutions as new products become available and old products are discontinued. The prices are NOT-TO-EXCEED costs and individual resellers may be able to extend additional discounts. Call for a quote.

NOTE THAT DELL MARKETING, L.P., IS NOT PARTICIPATING AS A DIRECT SELLER UNDER LAN EPL - SERVERS #3275-A, JULY - DECEMBER 2002.

Reseller: 3 POINT TECHNOLOGIES

Contact: STEVE MCALEXANDER Phone: (662) 329-1795/Fax: (662) 329-1892/e-mail: smcalexander@3pointonline.com

Reseller: BUSINESS COMMUNICATIONS

Contact: MARY TUCKER/RHONDA JAMESON Phone: (601) 898-1890 450/Fax: (601) 898-1310/e-mail: mtucker@buscominc.com

Reseller: LOGISTA

Contact: SANDRA BOLTWOOD Phone: (800) 844-2035 X211/Fax: (662) 329-4062/e-mail: SBOLTWOOD@LOGISTASOLUTIONS.COM

Reseller: SYNERGETICS DCS, INC

Contact: KAY HALL Phone: (662) 323-9484/Fax: (662) 324-1876/e-mail: khall@synergeticsdcs.com

Reseller: UNICORP NOW CONVERGION

Contact: CLIFF KING Phone: (601) 605-0241/Fax: (601) 605-1925/e-mail: cking@convergon

Reseller: VENTURE TECHNOLOGIES

Contact: RYAN ALLEN & TARRIEN WILLIAMS Phone: (601) 956-5440/Fax: (601) 956-3750/e-mail: government@ventech.com

PURCHASES MADE FROM THIS LIST MAY NOT EXCEED \$50,000 PER PROJECT.
PRICING ON THIS LIST EXPIRES 12/31/2002

Page: 3.15

July to December 2002

Refer to Chapter 1 for information regarding minimum specifications. All products MUST be delivered FOB Destination.

PLEASE REFER TO ATTACHED INSTRUCTIONS FOR USING THIS FORM. This list is ordered alphabetically by mfg, product type, then by product cost.

DELL SERVERS

Qty	Cost	Subtotal	Qty	Cost	Subtotal
Vendor: DELL RESELLER GROUP					
ENTERPRISE					
#3275-A-91	DELL POWEREDGE 2650 P2400MHZ 512K #221-0230		RACK-INTEL XEON 2.40MHZ (1 processor upgradeable to 2) w/ 512k cache, 256MB RAM expandable to 6GB, INTEGRATED 10/100 NIC, 3 PCI slots, keyboard and mouse		
BASE SYSTEM COST		X \$2,912			
NO BASE HD - CUSTOMER MUST WORK WITH VENDOR TO CHOOSE THE PROPER CONFIGURATION FROM THE HARD DRIVE LISTED IN THE ADD-ON COMPONENTS SECTION.					
DELL Monitor	X	\$135	Memory Module: 128MB	X	\$102
Additional Proc: X2.4-512K	X	\$799	Memory Module: 256MB	X	\$209
Mfg-supplied Internal Modem:	X	Not Applicable	Memory Module: 512MB	X	\$305
Ext Modem: ZOOM TELEPHONICS	X	\$59	HD: 18GB 10K U160 HP	X	\$249
Mfg-supplied Internal DAT/DLT #1:	X	Not Applicable	HD: 18GB 15K U160 HP	X	\$379
Mfg-supplied Internal DAT/DLT #2:	X	Not Applicable	HD: 36GB 10K U160 HP	X	\$429
2nd SCSI Controller:	X	Included	HD: 36GB 15K U160 HP	X	\$599
Power: POWER SUPPLY	X	\$219	HD: 73GB 10K U160 HP	X	\$699
			RAID #1: PERC3-DI, 128MB (2 INT)	X	\$259
			RAID #2: PERC3-DC, 128MB (2 EXT)	X	\$899
CAT 1 - Dual Processor Capable SERVERS					
***RAM costs are for each module, NOT upgrade from base cost.					
Vendor will work with client to determine memory configuration.					
Total					

Vendor: DELL RESELLER GROUP					
ENTERPRISE					
#3275-A-70	DELL POWEREDGE 4600 X1 8-512K #220-2122		TOWER-INTEL XEON 1.80MHZ (1 processor upgradeable to 2) w/ 512k cache, 512MB RAM expandable to 12GB, INTEGRATED 10/100 NIC, 7 PCI slots, keyboard and mouse		
BASE SYSTEM COST		X \$4,214			
NO BASE HD - CUSTOMER MUST WORK WITH VENDOR TO CHOOSE THE PROPER CONFIGURATION FROM THE HARD DRIVE LISTED IN THE ADD-ON COMPONENTS SECTION.					
DELL Monitor	X	\$135	Memory Module: 128MB	X	Not Applicable
Additional Proc: X1.8-512K	X	\$459	Memory Module: 256MB	X	Not Applicable
Int Modem: 56K INTERNAL	X	\$69	Memory Module: 512MB	X	\$325
Ext Modem: ZOOM TELEPHONICS	X	\$59	HD: 18GB 10K U160 HP	X	\$249
Int DAT/DLT #1: POWERVAULT 100T 20/40GB DDS-4	X	\$679	HD: 18GB 15K U160 HP	X	\$379
Int DAT/DLT #2: POWERVAULT 110T, DLT1, 40/80GB	X	\$939	HD: 36GB 10K U160 HP	X	\$429
2nd SCSI Controller:	X	Included	HD: 36GB 15K U160 HP	X	\$599
Power: POWER SUPPLY	X	\$219	HD: 73GB 10K U160 HP	X	\$699
			RAID #1: PERC3-DI, 128MB (2 INT)	X	\$259
			RAID #2: PERC3-DC, 128MB (2 EXT)	X	\$899
CAT 1 - Dual Processor Capable SERVERS					
***RAM costs are for each module, NOT upgrade from base cost.					
Vendor will work with client to determine memory configuration.					
Total					

Vendor: DELL RESELLER GROUP					
ENTERPRISE					
#3275-A-71	DELL POWEREDGE 4600 X2 0-512K #220-2123		TOWER-INTEL XEON 2.00MHZ (1 processor upgradeable to 2) w/ 512k cache, 512MB RAM expandable to 12GB, INTEGRATED 10/100 NIC, 7 PCI slots, keyboard and mouse		
BASE SYSTEM COST		X \$4,425			
NO BASE HD - CUSTOMER MUST WORK WITH VENDOR TO CHOOSE THE PROPER CONFIGURATION FROM THE HARD DRIVE LISTED IN THE ADD-ON COMPONENTS SECTION.					
DELL Monitor	X	\$135	Memory Module: 128MB	X	Not Applicable
Additional Proc: X2.0-512K	X	\$699	Memory Module: 256MB	X	Not Applicable
Int Modem: 56K INTERNAL	X	\$69	Memory Module: 512MB	X	\$325
Ext Modem: ZOOM TELEPHONICS	X	\$59	HD: 18GB 10K U160 HP	X	\$249
Int DAT/DLT #1: POWERVAULT 100T 20/40GB DDS-4	X	\$679	HD: 18GB 15K U160 HP	X	\$379
Int DAT/DLT #2: POWERVAULT 110T, DLT1, 40/80GB	X	\$939	HD: 36GB 10K U160 HP	X	\$429
2nd SCSI Controller:	X	Included	HD: 36GB 15K U160 HP	X	\$599
Power: POWER SUPPLY	X	\$219	HD: 73GB 10K U160 HP	X	\$699
			RAID #1: PERC3-DI, 128MB (2 INT)	X	\$259
			RAID #2: PERC3-DC, 128MB (2 EXT)	X	\$899
CAT 1 - Dual Processor Capable SERVERS					
***RAM costs are for each module, NOT upgrade from base cost.					
Vendor will work with client to determine memory configuration.					
Total					

PURCHASES MADE FROM THIS LIST MAY BE MADE UP TO \$50,000 PER PROJECT.
PRICING ON THIS LIST EXPIRES 12/31/2002

Contact Vendor prior to ordering

Page: 3.21

**YAZOO COUNTY SCHOOL DISTRICT
BILLED ENTITY #128639
APPEAL DATED March 24, 2005**

ATTACHMENT #8

Refer to Chapter 1 for information regarding minimum specifications. All products MUST be delivered FOB Destination.
PLEASE REFER TO ATTACHED INSTRUCTIONS FOR USING THIS FORM. This list is ordered alphabetically by mfg, product type, product, then cost.

CISCO HUBS/SWITCHES

CISCO CATALYST 3550 - 48 WITH STANDARD MULTILAYER SOFTWARE IMAGE #WS-C3550-48-SMI

#3276-A-1378 Vendor: SYNERGETICS DCS, INC

CISCO CATALYST 3550 - 48 WITH STANDARD MULTILAYER SOFTWARE IMAGE #WS-C3550-48-SMI

48 base ports - Port Description: 48 10/100, 2 GBIC

Qty Cost Subtotal

BASE SYSTEM COST X \$3,315

Warranty: 90 DAY SMARTNET W/ LIMITED LIFETIME & 10 DAY BACK TO FACTORY

Rack Mount Kit X Included

Basic Management Module X Included

Basic Management Software X Included

REDUNDANT POWER SUPPLY Mfg Option #1 X \$1,075

1000BASE-SX GBIC Mfg Option #2 X \$337

1000BASE-LX/LH GBIC Mfg Option #3 X \$674

CISCO SMARTNET (NBD ADVANCED REPLACEMENT) Warranty Upgrade #1 X \$330

10/100 or 100 BaseT SWITCHES

TOTAL

#3276-A-328 Vendor: ARRIVAL TECHNOLOGIES, INC.

CISCO CATALYST 3550 - 48 WITH STANDARD MULTILAYER SOFTWARE IMAGE #WS-C3550-48-SMI

48 base ports - Port Description: 48 10/100, 2 GBIC

BASE SYSTEM COST X \$3,399

Warranty: 90 DAY SMARTNET W/ LIMITED LIFETIME & 10 DAY BACK TO FACTORY

Rack Mount Kit X Included

Basic Management Module X Included

Basic Management Software X Included

REDUNDANT POWER SUPPLY Mfg Option #1 X \$1,105

1000BASE-SX GBIC Mfg Option #2 X \$327

1000BASE-LX/LH GBIC Mfg Option #3 X \$650

CISCO SMARTNET (NBD ADVANCED REPLACEMENT) Warranty Upgrade #1 X \$385

10/100 or 100 BaseT SWITCHES

TOTAL

CISCO CATALYST 3508G XL STACKABLE GIGABIT - 8 #WS-C3508G-XL-EN

#3276-A-383 Vendor: BELLSOUTH

CISCO CATALYST 3508G XL STACKABLE GIGABIT - 8 #WS-C3508G-XL-EN

8 base ports - Port Description: 8 1000BASE-X PORTS

Qty Cost Subtotal

BASE SYSTEM COST X \$3,147

Warranty: LIMIT LIFETIME W/ 10 DAY BACK TO FACTORY

Rack Mount Kit X Included

Basic Management Module X Included

Basic Management Software X Included

GIGASTACK GBIC Mfg Option #1 X \$157

1000BASE-SX GBIC Mfg Option #2 X \$315

1000BASE-LX/LH GBIC Mfg Option #3 X \$627

CISCO SMARTNET (NBD ADVANCED REPLACEMENT) Warranty Upgrade #1 X \$428

SOFTWARE APPLICATION SUPPORT FOR CISCO WORKS FOR WINDOWS Warranty Upgrade #2 X \$379

Gigabit Ethernet SWITCHES - LOW END

TOTAL

PURCHASES MADE FROM THIS LIST MAY BE MADE UP TO \$50,000 PER PROJECT.
PRICING ON THIS LIST EXPIRES 12/31/2002

Contact vendor prior to ordering
Page: 3.147

Refer to Chapter 1 for information regarding minimum specifications. All products MUST be delivered FOB Destination.

PLEASE REFER TO ATTACHED INSTRUCTIONS FOR USING THIS FORM.

This list is ordered alphabetically by vendor name.

CABLE for SYNERGETICS DCS, INC

#3276-A-1347

Cat 5e and Cat 6 supplies

Cabling supplies per drop ☐ X \$25.00 Raceway per foot ☐ X \$3.75 Conduit per foot ☐ X \$2.00

CAT 5e info

Cat 5e - non plenum per foot <input type="checkbox"/> X \$0.15	24-port Patch panels w/ appropriate mounting hw <input type="checkbox"/> X \$165.00
Cat 5e - plenum per foot <input type="checkbox"/> X \$0.30	48-port Patch panels w/ appropriate mounting hw <input type="checkbox"/> X \$250.00
6 foot patch cables/each <input type="checkbox"/> X \$5.00	Wall-mounted standalone 12-port panel w/ front access <input type="checkbox"/> X \$135.00
3 foot patch cables/each <input type="checkbox"/> X \$3.25	

CAT 6 info

Cat 6 - non plenum per foot <input type="checkbox"/> X \$0.20	24-port Patch panels w/ appropriate mounting hw <input type="checkbox"/> X \$195.00
Cat 6 - plenum per foot <input type="checkbox"/> X \$0.45	48-port Patch panels w/ appropriate mounting hw <input type="checkbox"/> X \$295.00
6 foot patch cables/each <input type="checkbox"/> X \$12.50	Wall-mounted standalone 12-port panel w/ front access <input type="checkbox"/> X \$165.00
3 foot patch cables/each <input type="checkbox"/> X \$9.50	

Fiber info

Riser rated 6 strand mm fiber per foot <input type="checkbox"/> X \$1.00	Wall-mounted LIU with adapter panel to include 12 ports <input type="checkbox"/> X \$145.00
Plenum 6 strand mm fiber per foot <input type="checkbox"/> X \$1.20	Rack-mounted LIU with adapter panel to include 12 ports <input type="checkbox"/> X \$195.00
Non plenum 6 strand mm fiber per foot <input type="checkbox"/> X \$1.10	3 foot minimum fiber jumper <input type="checkbox"/> X \$30.00
Cabling supplies per fiber cable <input type="checkbox"/> X 175.00	6 foot minimum fiber jumper <input type="checkbox"/> X \$37.50

Cabling services and materials may only be purchased in conjunction with equipment purchased from this EPL.

TOTAL

Cabling services and materials may only be purchased in conjunction with equipment purchased from this EPL.

TOTAL

PURCHASES MADE FROM THIS LIST MAY BE MADE UP TO \$50,000 PER PROJECT.
PRICING ON THIS LIST EXPIRES 12/31/2002

Contact vendor prior to ordering
Page: 5.10

**YAZOO COUNTY SCHOOL DISTRICT
BILLED ENTITY #128639
APPEAL DATED March 24, 2005**

ATTACHMENT #9



Quotation

Quote Number: 0011BDER

SYNERGETICS

Diversified Computer Services

P.O. Box 80264
Starkville, MS 39760
Phone: (662) 323-9484
Fax: (662) 324-1876
www.SynergeticsDCS.com

Quoted to:

Yazoo County School District
P.O. Box 1088
119 West Jefferson Street
Yazoo City, MS 39194

Contact: Mickey Rivers
Phone: 662-746-6571
Fax: 662-746-9270

Terms Net 30 Days

Description	Unit Price	Qty	Extension
YAZOO COUNTY SCHOOL DISTRICT YEAR 2003 ERATE YAZOO COUNTY JUNIOR HIGH SCHOOL NETWORK CABLING ATTN: MICKEY RIVERS			
Duplex CAT6 Network Drop (EPL 3276-A-1347)	\$ 280.00	54.00	\$ 15,120.00
4 Outlet CAT6 Network Drop (2 LABS) (EPL 3276-A-1347)	\$ 420.00	18.00	\$ 7,560.00
10' CAT6 Patch Cable (EPL 3276-A-1347)	\$ 12.50	180.00	\$ 2,250.00
3' CAT6 Patch Cable (EPL 3276-A-1347)	\$ 9.50	180.00	\$ 1,710.00
48-Port CAT6 Patch Panel (EPL 3276-A-1347)	\$ 295.00	4.00	\$ 1,180.00
Installation and Punch Down of CAT6 Patch Panel (EPL 3276-A-Miscellaneous Services)	\$ 170.00	4.00	\$ 680.00
Cisco Catalyst 3550 - 48 Port 10/100 Ports with 2 GBIC Slots (EPL 3276-A-1378; Mfg PN: WS-C3550-48-SMI)	\$ 3,315.00	4.00	\$ 13,260.00

Subtotal	Continued
Sales Tax	Continued
Total	Continued

Kay Hall

Dec 3, 2002

Quote is valid for 45 days

Thank you for your interest in Synergetics Diversified Computer Services.
We look forward to the opportunity of doing business with you



Quotation

Quote Number: 0011BDER

SYNERGETICS

Diversified Computer Services

P.O. Box 80264
Starkville, MS 39760
Phone: (662) 323-9484
Fax: (662) 324-1876
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Quoted to:
Yazoo County School District
P.O. Box 1088
119 West Jefferson Street
Yazoo City, MS 39194

Contact: Mickey Rivers
Phone: 662-746-6571
Fax: 662-746-9270

Terms Net 30 Days

Description	Unit Price	Qty	Extension
Giga Stack GBIC (EPL 3276-A-1369)	\$ 172.00	4.00	\$ 688.00
Installation of Hubs/Switches (3276 - Miscellaneous Services)	\$ 85.00	4.00	\$ 340.00
APCC Netshelter VX Base Enclosure (EPL No. 3276-A-1418; Mfg No. AR2100BLK)	\$ 1,375.00	1.00	\$ 1,375.00
Heavy Duty Fixed Shelf Mfg No. AR8122	\$ 69.00	2.00	\$ 138.00
Keyboard Drawer/Tray Mfg No. AR8126A	\$ 172.00	1.00	\$ 172.00
Cable Management Hoop Kit Mfg No. AR8113	\$ 38.00	2.00	\$ 76.00
Bolt Down Kit Mfg No. AR8112	\$ 40.00	1.00	\$ 40.00
APC Netshelter VX Blanking Pnl Kit - Black (Mfg PN: AR8101BLK)	\$ 68.00	1.00	\$ 68.00
Miscellaneous Hourly Rate for Services (3276 - Miscellaneous Services)	\$ 85.00	28.00	\$ 2,380.00

Subtotal	\$ 47,037.00
Sales Tax	
Total	\$ 47,037.00

Kay Hall

Dec 3, 2002


Quote is valid for 45 days

Thank you for your interest in Synergetics Diversified Computer Services.
We look forward to the opportunity of doing business with you



Yazoo County Junior High

EPL#	Product	Description	Qty	Price	Extended Price
3276-A-1273	Cat6 Drops		216	\$ 95.00	\$ 20,520.00
3276-A-1273	DP24SE88110U	24 Port Patch Panels	2	\$ 140.00	\$ 280.00
3276-A-1273	CPPL24WBL	24 Port Patch Panels	9	\$ 163.00	\$ 1,467.00
3276-A-1273	6 Strand		600	\$ 0.90	\$ 540.00
3276-A-1273	Cabling Supplies	Fiber Termination	2	\$ 150.00	\$ 300.00
3276-A-Misc	Labor to install		85	\$ 85.00	\$ 7,225.00
3276-A-1320	AR1000A	APCC Net Shelter	1	\$ 1,367.00	\$ 1,367.00
	AR1001A	Expansion enclosure	1	\$ 1,316.00	\$ 1,316.00
	AR8122	Heavy Duty Fixed Shelf	2	\$ 79.00	\$ 158.00
	AR8126A	Keyboard Drawer	1	\$ 1,367.00	\$ 1,367.00
3276-A-1338	7'6" Rack		1	\$ 350.00	\$ 350.00
3276-A-1313	3C17702	SS3 4900 SX	1	\$ 4,514.00	\$ 4,514.00
3276-A-1292	3C17206	SS3 4400 - 24port	9	\$ 822.00	\$ 7,398.00
		1000Base SX	9	\$ 345.00	\$ 3,105.00
Total					\$ 49,907.00


 Hugh D. Brewer, Jr.

12/5/2002

 226 E. Main
 Senatobia, MS 38668
 1-862-562-7484 Phone
 1-800-301-7484 Toll Free
 1-862-562-5184 Fax

**YAZOO COUNTY SCHOOL DISTRICT
BILLED ENTITY #128639
APPEAL DATED March 24, 2005**

ATTACHMENT #10

Source:

Mississippi Code/TITLE 31 PUBLIC BUSINESS, BONDS AND
OBLIGATIONS/CHAPTER 7

PUBLIC PURCHASES/ IN GENERAL/§ 31-7-13. Bid requirements and exceptions;
public
auctions.

§ 31-7-13. Bid requirements and exceptions; public auctions.

All agencies and governing authorities shall purchase their commodities and printing; contract for garbage collection or disposal; contract for solid waste collection or disposal; contract for sewage collection or disposal; contract for public construction; and contract for rentals as herein provided.

(a) Bidding procedure for purchases not over \$3,500.00. Purchases which do not involve an expenditure of more than Three Thousand Five Hundred Dollars (\$3,500.00), exclusive of freight or shipping charges, may be made without advertising or otherwise requesting competitive bids. Provided, however, that nothing contained in this paragraph (a) shall be construed to prohibit any agency or governing authority from establishing procedures which require competitive bids on purchases of Three Thousand Five Hundred Dollars (\$3,500.00) or less.

(b) Bidding procedure for purchases over \$3,500.00 but not over \$15,000.00. Purchases which involve an expenditure of more than Three Thousand Five Hundred Dollars (\$3,500.00) but not more than Fifteen Thousand Dollars (\$15,000.00), exclusive of freight and shipping charges may be made from the lowest and best bidder without publishing or posting advertisement for bids, provided at least two (2) competitive written bids have been obtained. Any governing authority purchasing commodities pursuant to this paragraph (b) may authorize its purchasing agent, or his designee, with regard to governing authorities other than counties, or its purchase clerk, or his designee, with regard to counties, to accept the lowest and best competitive written bid. Such authorization shall be made in writing by the governing authority and shall be maintained on file in the primary office of the agency and recorded in the official minutes of the governing authority, as appropriate. The purchasing agent or the purchase clerk, or their designee, as the case may be, and not the governing authority, shall be liable for any penalties and/or damages as